

SERIAL 11075 ROQ MITIGATION SPECIALIST - OPDS

DATE OF LAST REVISION: September 10, 2015 CONTRACT END DATE: February 28, 2018

CONTRACT PERIOD THROUGH FEBRUARY 28, ~~2015~~ 2018

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **MITIGATION SPECIALIST - OPDS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 22, 2012**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

AS/jl
Attach

Copy to: Office of Procurement Services
Merri Plummer, Office of Public Defense Services

(Please remove Serial 05075-ROQ from your contract notebooks)

ALAN L ELLIS, 5028 N 34TH ST #3, PHOENIX AZ 85018

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ N/A
% REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☐ NO ☐ N/A % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>COMPENSATION</u>
1.1 Mitigation specialist services as defined herein. Compensation is predetermined and is not negotiable. Submission of a response/application to provide services for this effort indicates acknowledgement and understanding of such.	\$55.00/hour

PRICING SHEET: 95223

Terms:	NET 30
Vendor Number:	2011001422 0
Telephone Number:	480/216-1957
Contact Person:	Alan L. Ellis
E-mail Address:	alanellisphd@gmail.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending February 28, 2015 2018.

CAPITAL INVESTIGATION ADVOCATE, P.O. BOX 3350, GILBERT AZ 85299

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☒ YES ☐ NO ☐ %
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PRICING SHEET: 95223

Terms:	2% 10 Days Net 30
Vendor Number:	2011001441 0
Telephone Number:	480/540-1247
Fax Number:	480/659-4519
Contact Person:	Maria De La Rosa
E-mail Address:	Maria_d@cox.net
Certificates of Insurance	Required
Contract Period:	To cover the period ending February 28, 2015 2018.

CAPITAL MITIGATION & INVESTIGATION, P.O. BOX 25485, TEMPE AZ 85285

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☐ NO ☐ %
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PRICING SHEET: 95223

Terms:	NET 30
Vendor Number:	2011001452 0
Telephone Number:	480/766-2666
Contact Person:	Claudia Hoban
E-mail Address:	claudiahoban@yahoo.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending February 28, 2015 2018.

CHRISTINE LAWRENCE, 7904 E CHAPARRAL RD STE A-110, SCOTTSDALE AZ 85250

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☐ NO ☒ %
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PRICING SHEET: 95223

Terms:	NET 30
Vendor Number:	2011001426 0
Telephone Number:	480/946-9043
Contact Person:	Christine Lawrence
E-mail Address:	geremey@aol.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending February 28, 2015 2018.

GILBERT NUNEZ INVESTIGATIONS, 3370 N HAYDEN RD STE 123, PMB #212, SCOTTSDALE AZ 85251

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☐ NO ☒ %
REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

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PRICING SHEET: 95223

Terms:	NET 30
Vendor Number:	2011000900 0
Telephone Number:	480/227-4997
Fax Number:	480/481-0175
Contact Person:	Gilbert Nunez
E-mail Address:	gilbrtnz@aol.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending February 28, 2015 2018.

GINGER SIRLIN, 975 E RIGGS RD, STE 12-114, CHANDLER AZ 85249

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

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PRICING SHEET: 95223

Terms:	NET 30
Vendor Number:	2011001571 0
Telephone Number:	480/204-3047
Contact Person:	Ginger Sirlin
E-mail Address:	ginger@arizonamitigation.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending February 28, 2015 2018.

FOUNDATION INVESTIGATION INFO TRACTS LLC, P.O. BOX 65778, TUCSON AZ 85728

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

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PRICING SHEET: 95223

Terms:	NET 20
Vendor Number:	2011000893-0 2011006433 0
Telephone Number:	520/299-0573
Fax Number:	1/866-840-1211
Contact Person:	Margaret M. DiFrank
E-mail Address:	mdifrank@gmail.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending February 28, 2015 2018.

LEE BRINKMOELLER, P.O. BOX 21374, MESA AZ 85277

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☐ NO ☐ %
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PRICING SHEET: 95223

Terms:	NET 30
Vendor Number:	2011001442 0
Telephone Number:	480/495-7580
Fax Number:	480/890-9219
Contact Person:	Lee Brinkmoeller
E-mail Address:	lcjcdm3@msn.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending February 28, 2015 2018.

MCCLOSKEY MITIGATION LLC, P.O. BOX 50601, PHOENIX AZ 85076

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

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PRICING SHEET: 95223

Terms:	NET 30
Vendor Number:	2011000898 0
Telephone Number:	602/488-1294
Fax Number:	480/284-6273
Contact Person:	Michelle M. McCloskey
E-mail Address:	mmmccloskey@cox.net
Certificates of Insurance	Required
Contract Period:	To cover the period ending February 28, 2015 2018.

NORA SHAW INVESTIGATIONS, P.O. BOX 10656, PHOENIX AZ 85064

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

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PRICING SHEET: 95223

Terms:	NET 30
Vendor Number:	2011001565 0
Telephone Number:	602/265-7052
Fax Number:	602/265-5510
Contact Person:	Nora L. Shaw
E-mail Address:	nshawpi@cox.net
Certificates of Insurance	Required
Contract Period:	To cover the period ending February 28, 2015 2018.

EXPIRES 02/28/2015

MAYBERRY MITIGATION SERVICES, 1887 W BLUEBIRD DR. CHANDLER AZ 85286

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☒ NO

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PRICING SHEET: 9522301, 95223

Terms: _____ NET 30

Vendor Number: _____ 2011001423-0

Telephone Number: _____ 602/628-5698

Fax Number: _____ 480/722-2471

Contact Person: _____ Tyrone Mayberry

E-mail Address: _____ azmitigation@yahoo.com

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending February 28, 2015.

JEFFREY L. TROLLINGER LPC, 711 W LEWIS AVE, PHOENIX AZ 85007

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

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PRICING SHEET: 9522301, 95223

Terms: _____ NET 30

Vendor Number: _____ 2011001443-0

Telephone Number: _____ 602/679-1912

Fax Number: _____ 602/370-2074

Contact Person: _____ Jeffrey L. Trollinger

E-mail Address: _____ trollingerj@cox.net

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending February 28, 2015 2018 August 20, 2015.

REMOVED FROM CONTRACT EFF. 08/20/15

MITIGATION SPECIALIST - OPDS

1.0 **INTENT:**

The intent of this solicitation is to establish a list of qualified contractors to provide mitigation services for attorneys assigned to represent indigent defendants. This is a requirements contract. Compensation is predetermined and is not negotiable. Maricopa County reserves the right to make multiple awards.

The County reserves the right to add additional contractors, at the County's sole discretion to satisfy the County's needs.

2.0 **MINIMUM QUALIFICATIONS/RESPONSIBILITIES:**

2.1 **SCOPE OF WORK:**

2.1.1 **QUALIFICATIONS:**

2.1.1.1 **MITIGATION SPECIALIST:**

2.1.1.1.1 To qualify for a mitigation specialist contract with Maricopa County, contractor shall fully meet the qualifications of Rule 15.9 of the Arizona Rules of Criminal Procedure. ***Rule 15.9 defines a mitigation specialist as:***

...a person qualified by knowledge, skill, experience, or other training as a mental health or sociology professional, to investigate, evaluate and present psycho-social and other mitigation evidence.

2.1.1.1.2 Indicia of qualifications under Rule 15.9 are as follows:

2.1.1.1.2.1 Applicant shall possess either:

2.1.1.1.2.1.1 Fifteen (15) years of experience working as a mitigation specialist or fifteen (15) years of experience in mental health services; social services; or juvenile and/or adult probation services;

2.1.1.1.2.1.2 Bachelor's degree (or higher degree) in social work or social services, nursing, psychology, education, counseling, criminal justice, or related field(s); and five (5) years experience as a mitigation specialist.

2.1.2 **GENERAL PROVISION:**

2.1.2.1 **Definitions:**

As used throughout the document, these terms shall have the following meanings unless the context requires otherwise:

2.1.2.1.1 **Board of Supervisors** – Maricopa County Board of Supervisors

2.1.2.1.2 **Client** – a person charged with an offense and who receives services from Contractor pursuant to an assignment by OPDS

- 2.1.2.1.3 Contract – this document and all attachments hereto
- 2.1.2.1.4 Contract Administrator – the person who develops, administers and monitors the contracts for OPDS
- 2.1.2.1.5 Contractor – the mitigation specialist providing services pursuant to this contract
- 2.1.2.1.6 County – Maricopa County and is synonymous with OPDS and OCC
- 2.1.2.1.7 Director – Director of OPDS
- 2.1.2.1.8 Fiscal Year – the 12 consecutive months from July 1 to June 30, inclusive
- 2.1.2.1.9 OCC – the Office of Contract Counsel and is synonymous with OPDS and Maricopa County
- 2.1.2.1.10 OPDS – the Office of Public Defense Services and is synonymous with OCC and Maricopa County
- 2.1.2.1.11 Party or Parties – OPDS, the County or Contractor as the context requires
- 2.1.2.1.12 Reimbursable Expenses – expenses which are (1) reasonable and necessary; (2) for the representation of a Client; and (3) approved in advance by the Director of OPDS or Contract Administrator. Reimbursable expenses do not include (1) items that are compensated through billable time; (2) secretarial expenses; (3) travel within Maricopa County; (4) expenses for stationery, postage, envelopes; facsimile transmission, parking and supplies or (5) other items that are an ordinary cost of doing business
- 2.1.2.1.13 Trial – participation in a court hearing at which jeopardy attaches, witnesses are sworn and testimony is taken

2.1.2.2 DEFAULT, SUSPENSION AND TERMINATION:

The Director of OPDS or Contract Administrator may recommend to Materials Management to suspend, modify or terminate the contract upon contractor's failure to perform, or upon the occurrence of an event that may cause or result in contractor's failure to perform any requirement of the contract. Failure of performance shall include failure by contractor to fulfill the reporting requirements of the contract. Contractor's contract may be terminated due to economic events that may have an adverse effect on the Office of Contract Counsel's budget.

2.1.2.2.1 The County may terminate the contract as follows:

2.1.2.2.1.1 No Cause: Upon thirty days written notice to contractor.

2.1.2.2.1.2 For Cause: Immediately upon written notice to contractor.

2.1.2.2.2 Contractor may terminate this contract upon thirty (30) days written notice to the Director of OPDS and/or Contract Administrator.

- 2.1.2.2.3 Termination of a contract does not terminate contractor's duty to continue providing service on those cases assigned to contractor prior to the effective date of termination.

2.1.2.3 NON-EXCLUSIVE STATUS:

OPDS may provide or receive the same or similar professional services through persons or firms other than contractor.

2.1.2.4 RESPONSIBILITIES OF CONTRACTORS:

2.1.2.4.1 General Duties of Mitigation Specialists

- 2.1.2.4.1.1 Contractor shall provide effective and timely services for the Client as directed by counsel

- 2.1.2.4.1.2 Contractor shall maintain regular contact with the Client as counsel directs until the assignment ends. Assignment ends at the time the notice of intent to seek the death penalty is withdrawn or dismissed, or the client is sentenced, whichever occurs first.

- 2.1.2.4.1.3 Contractor shall conduct such interviews and investigation as are reasonable and necessary to the development, reporting and presentation of mitigation evidence.

- 2.1.2.4.2 *Assignment of Cases.* Contractor will be assigned to cases pursuant to this Contract as requested by lead counsel. Contract does not guarantee any minimum assignment of cases or any minimum compensation.

A mitigation specialist may be assigned to assist an individual who is representing himself or herself before the Court if the Court has determined that a mitigation specialist should be appointed. In such a case, the mitigation specialist will be directed by the self-represented client and not by an attorney. The mitigation specialist is nonetheless responsible for complying with the terms and conditions of this contract as if the person is a lawyer.

- 2.1.2.4.3 *Accept Assignments.* Contractor shall accept all assignments made by the Director of OPDS or Contract Administrator unless Contractor is not ethically permitted to accept the assignment. If such an ethical prohibition arises, contractor will notify assigned counsel of the conflict for appropriate action. Contractor shall not accept more assignments than Contractor can effectively handle.

- 2.1.2.4.4 *Replacement Representation.* In the event Contractor becomes unable to complete an assignment and is allowed to withdraw, Contractor immediately shall report the circumstances to OPDS so that OPDS may appoint a replacement. OPDS will require Contractor to account for the time Contractor has actually expended and to return any payment for the assignment when, at the discretion of the OPDS Director, it is appropriate.

- 2.1.2.4.5 *Continuing Representation.* Contractor has a continuing duty to provide service to Clients until the court has terminated the representation. Termination of a contract(s) by either Maricopa

County or the Contractor does not terminate Contractor's duty to provide services in those cases assigned prior to the effective date of termination.

- 2.1.2.4.6 *Termination of Assignment.* Contractor's duties with regard to an assignment under this contract continue until relieved by the Court or the assignment is concluded. If a contractor exceeds the authorized hours, however, OCC is under no obligation to ratify contractor's conduct or give retroactive approval of any unauthorized work.

If contractor terminates the contract prior to its expiration, contract will be responsible for the completion of cases assigned to him/her prior to the termination at the same rate the contract was previously compensated.

- 2.1.2.4.7 *Removal for Failure of Performance.* In the event a Court removes Contractor from representation due to any failure of performance relating to the representation, Contractor may, at the discretion of the Director of OPDS or Contract Administrator, be required to reimburse the County for any payment made to Contractor relating to the representation and provide a written explanation of the failure of performance.

- 2.1.2.4.8 *No Additional Compensation.* Contractor may not solicit or accept private or additional compensation of any kind from any source including fees, costs or any other form of present or future compensation, in any matter that relates to or arises out of a pending assignment or representation.

- 2.1.2.4.9 *Records and Reports.* Contractor shall create and keep detailed and accurate time sheets, case logs, and final disposition records during the course of the assignment. Contractor will periodically report, on a timely basis, data and statistics to the Director of OPDS and/or Contract Administrator in the manner prescribed by OPDS. Failure to submit time sheets, case logs, and final disposition records in the time and manner specified by OPDS may result in withholding compensation until the contractor is in compliance and may result in termination of the contract in the sole discretion of the Director of OPDS and/or Contract Administrator. Contractor shall make available for inspection and copying by the County all records and accounts relating to the work performed for the services provided under the Contract except any document that is privileged. Contractor shall safeguard confidential and privileged information in accordance with all applicable laws, rules, standards and regulations. Storage of records and any associated fees are the responsibility of the contractor.

- 2.1.2.4.10 *Cooperation.* Contractor shall assist the County in monitoring Contractor's performance of the Contract. Contractor shall cooperate with other OPDS contractors and staff and shall carefully plan in order to perform duties under this contract timely and effectively. Contractor shall not commit or permit any act that will interfere with the performance of work by the Director of OPDS or Contract Administrator, any Contract Attorney or their staffs. Contractor shall notify OPDS if any non-contractor performs services on behalf of a client.

- 2.1.2.4.11 *Substitute Performance.* This is a personal services contract between Contractor and the County. Contractor may substitute performance only with prior written consent of the Director of OPDS and/or Contract Administrator. Contractor may provide a substitute performance only in the event Contractor is ill, on approved vacation, or otherwise physically unable to appear at any court proceeding. Notwithstanding the foregoing, Contractor shall remain primarily responsible for the performance of the Contract.
- 2.1.2.4.12 *Requests for Expenditures.* Contractor may not incur any expense for the account of the County without prior written approval of the Director of OPDS and/or Contract Administrator. Failure to obtain prior approval may result in Maricopa County declining to pay for the expenditure. A copy of the County's approval shall be given to the approved experts, transcriptionist, investigators, newspapers, etc. for their billing purposes prior to the commencement of their work. If an approved expert, transcriptionist, investigator or any other person exceeds the OPDS-approved amount for the expenditure, OPDS is not obligated to pay any such overage. When billing for reimbursement, receipts for all expenses must be attached. OPDS will not reimburse Contractor for the cost of business overhead including: office supplies, secretarial or other staff services, postage and handling, transcripts of witness interviews, long-distance telephone calls, or any other type of expense that involves the general cost of doing business, unless approved in advance by the Director of OPDS and/or Contract Administrator as an extraordinary expense.
- 2.1.2.4.13 *Appointment of Interpreters.* Interpreters from the Office of Court Interpreter will be used for non-English-speaking Clients as necessary for all court proceedings and out-of-court matters.
- 2.1.2.4.14 *Requests for Court Orders.* Any request made of any Court for an order directing any action or payment by OPDS or Maricopa County must be served upon the Director of OPDS or Contract Administrator in compliance with the Rules of Civil Procedure regarding notice.
- 2.1.2.4.15 *Compliance with Law.* Contractor shall comply with all laws, including rules and regulations, of all governmental and non-governmental accrediting and regulatory authorities, including the State of Arizona and any related licensing and administrative bodies. In the event that a license or privilege held by contractor is denied, suspended or not renewed by any licensing or administrative authority, on an interim or other basis, contractor shall notify OPDS immediately. Failure to give such notice will result in termination of contractor's contract.
- 2.1.2.4.16 *Technological Equipment.* Contractor shall possess the following:
- 2.1.2.4.16.1 Desktop or laptop computer;
 - 2.1.2.4.16.2 Microsoft Windows Word, Excel and Adobe Reader; and other software as might be needed to allow contractor to conduct business electronically with OPDS;
 - 2.1.2.4.16.3 E-mail address; and

2.1.2.4.16.4 Pager and/or cell phone.

2.1.2.4.17 *Continuing Education.* During the course of each year of this contract, Contractor must attend a minimum of 10 hours of continuing education directly related to the defense of capital cases. Contractor must submit written proof of compliance with this contract term upon written request by Maricopa County. (The cost of the contractor's continuing education will not be an expense of, or attributable to, Maricopa County)

2.1.2.5 AVAILABILITY OF FUNDS:

Contractor and the County acknowledge that the continuation of any contract after the close of the County's fiscal year (on June 30 of each year) is contingent upon the approval of a County budget that identifies such contract as an authorized expenditure. The County does not represent that any budget item will be adopted. The approval of contract funding is the exclusive province of the County Board of Supervisors at the time of the adoption of the County's annual budget.

2.1.2.6 INDEPENDENT CONTRACTOR:

2.1.2.6.1 Contractor's relationship to the County shall be as an independent contract and not as an employee.

2.1.2.6.2 This contract does not constitute, create, give rise to or otherwise recognize a joint venture, partnership, agency or employment relationship. The rights and obligations of the Parties shall be only those expressly set forth in the contract.

2.1.2.6.3 No persons supplied by contractor in the performance of obligations under the contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue for the benefit of such persons. Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement withholdings, worker's compensation, other employee benefits and all taxes and premiums relating to such persons, and shall save and hold the County harmless with respect to those obligations in the event of a claim for one or more of them is brought against Maricopa County.

2.1.2.7 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from the contract without cost or other restriction. The County shall have complete discretion to create or prepare reports or compilations of data relating to the contract. The data and reports or compilations of data are public records under Arizona law.

2.1.2.8 AMENDMENTS:

All amendments to the Contract must be in writing, signed by both parties, and approved by the Maricopa County Materials Management.

2.1.2.9 STRICT COMPLIANCE:

Acceptance by OPDS of performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of any term, including strict compliance with all other terms.

2.1.2.10 LAWS, RULES AND REGULATIONS:

Performance under the contract shall be accomplished in conformity with all applicable laws, ordinances, rules, regulations, and zoning restrictions.

2.1.2.11 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:

Contractor, in the performance of the contract, will not discriminate against any person based on race, religion, sex, national origin, or disability.

2.1.2.12 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

2.1.2.12.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

2.1.2.12.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

2.1.2.12.3 **If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.**

2.1.2.13 DISPUTES:

Except as otherwise provide by law, any dispute arising under the contract shall be processed according to the procedures identified in the Maricopa County Procurement Code, Section MC1-906.

2.1.2.14 CLAIMS FOR PAYMENT:

Contractor shall submit a request for payment including an itemized statement of hours devoted to the case. OPDS will supply an invoice form that may be used to request payment. Invoices submitted more than six (6) months after the conclusion of the appointment must be submitted to County Attorney's Office, Division of County Counsel, as a claim against Maricopa County.

If OPDS disallows a portion of any claim, the claim shall be processed for the reduced amount. If the contractor protests the amount or the reason for

disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

2.1.2.15 GOVERNING LAWS:

The Contract shall be governed and construed in accordance with the laws of the State of Arizona. Any action to enforce or interpret the Contract shall be litigated in the Maricopa County Superior Court only after the exhaustion of administrative remedies.

2.1.2.16 SECURITY AND PRIVACY:

The Contractor agrees that neither the contractor, nor any of its officers or employees shall use nor reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such court order pertaining to the production of such information.

2.1.2.17 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:

The Parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any corrective instruments as may be reasonably necessary to carry out the intent of the Contract.

2.1.2.18 COMPLIANCE WITH APPLICABLE LAWS:

The Parties shall comply with all current applicable federal and state laws, rules and regulations.

2.1.2.19 NOTICE:

All notices, demands and other communications to be given or delivered pursuant to the Contract shall be in writing and shall be deemed delivered upon the following:

2.1.2.19.1 Personal delivery;

2.1.2.19.2 One (1) business day from the confirmed transmission by telecopier or e-mail;

2.1.2.19.3 Three (3) business days from deposit in the United States mail, registered or certified mail, return receipt requested, and postage prepaid to the Notice Address or to the last known address of the Party who is to be given notice.

2.1.2.20 RULES OF CONSTRUCTION:

2.1.2.20.1 Incorporation of Definitions, Recitals and Exhibits. The Parties acknowledge the accuracy of the definitions and recitals set forth in the Contract. All exhibits to the Contract are incorporated into the Contract as if set out verbatim.

2.1.2.20.2 Third Party Beneficiaries; No Rights Conferred on Others. Any person who is entitled to indemnity (i) by the terms of the Contract

or (ii) by operation of law, is a third party beneficiary of the Contract to the extent only that such status is necessary to fulfill or enforce the indemnification.

2.1.2.20.3 Severability. Each provision of the Contract shall be construed to preserve its validity and enforceability to the extent possible. If any provision of the Contract is declared void, invalid or unenforceable, the Party who would have enforced the provision may elect whether the provision shall be (i) modified to the extent necessary to make it valid and enforceable or (ii) excluded from the Contract.

2.1.2.20.4 Remedies Cumulative. Any remedy in the Contract is cumulative and is not exclusive of any other remedy nor does it limit any other legal or equitable remedy that may be available to any Party.

2.1.2.21 MISCELLANEOUS:

2.1.2.21.1 Travel

All travel for contractors or witnesses must be pre-approved and scheduled through OPDS.

2.1.2.21.2 Change of Address/Firm

Contractor shall advise OPDS promptly in writing of any changes to telephone numbers, e-mail addresses and business addresses. Contractors are responsible for making any changes to their information through Maricopa County Finance at the following website: <http://www.maricopa.gov/Finance/Vendors.aspx>

If contractor's business changes its name, the contract must be modified and approved by the Procurement Officer.

2.1.3 WORK STATEMENT:

This Work Statement controls over any conflict with the General Provisions or Consideration sections of this contract.

2.1.3.1 COMPENSATION:

OPDS will compensate contractor at a rate of \$55.00 per hour for authorized work performed on behalf of assigned clients.

2.1.3.1.1 LIMITED SCOPE OF RESPONSIBILITY:

2.1.3.1.1.1 OPDS will not compensate contractor to:

2.1.3.1.1.1.1 Conduct trial interviews arranged by the prosecution including, but not limited to, those cases in which the defendant acts as his/her own lawyer;

2.1.3.1.1.1.2 Conduct trial interviews arranged by the defense including, but not limited to, those cases in which the defendant acts as his/her own lawyer;

2.1.3.1.1.3 Attend or participate in trials during the guilt phase unless it is for the actual time spent testifying as a witness; and

2.1.3.1.1.4 Attend or participate in pretrial conferences or hearings unless called as a witness or required to do so by the Court.

2.1.3.1.2 OVERHEAD:

OPDS will not compensate contractor for various overhead costs associated with day-to-day business. These costs include: supplies, hourly fees for opening a file, items that are compensated through billable time, secretarial expenses, expenses for stationary, postage, envelopes, transmission by facsimile, parking and supplies, or other items that are an ordinary cost of doing business.

2.1.3.2 METHOD OF PAYMENT:

2.1.3.2.1 Compensation is predetermined and is not negotiable. The parties shall calculate contractor's compensation in accordance with the following Schedule of Services and Fees:

2.1.3.2.1.1 Mitigation Specialists compensation is \$55.00 per hour.

2.1.3.2.2 Subject to the availability of funds, OPDS shall pay the above compensation upon the receipt of an original signed Invoice in Support of Request for Warrant which has been approved by lead counsel.

2.1.3.3 EVALUATION CRITERIA:

An Evaluation Committee shall be appointed, chaired by the Director of OPDS, to evaluate each Response. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. Negotiations may be conducted, as needed, with the Respondent(s). Responses will be evaluated on the following criteria which are listed in descending order of importance.

2.1.3.3.1 Qualifications

2.1.3.3.2 Experience

2.1.3.3.3 Recommendations

Review of Qualifications will be accomplished by an appropriate evaluation committee, in full accordance with the Maricopa County Procurement Code.

2.1.3.4 TAX AND BENEFITS:

Contractor assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, unemployment insurance benefits, worker's compensation and other mandatory governmental obligations, if any, and any pension or retirement program. Contractor agrees to indemnify and hold the County harmless for any and all liability that the County may incur because of contractor's failure to pay such taxes or obligations, including any liability for any such taxes or obligations.

2.1.4 REQUIRED DOCUMENTS FOR SUBMITTAL

2.1.4.1 Letter of Interest

2.1.4.2 CV or Resume, including work history that clearly identifies dates and responsibilities relevant to this proposal, and which fully and clearly indicates full compliance with section 2.1.1.1.1., and clearly addresses/defines compliance with section 2.1.1.1.2

2.1.4.3 Relevant copies of certificates/diplomas/residencies/board certifications, etc.

2.1.4.4 Attachment A (Pricing)

2.1.4.5 Attachment B (Agreement)

2.1.4.6 Attachment C (References)

2.1.4.7 Attachment D OPDS Application

2.2 INVOICES AND PAYMENTS:

2.2.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

2.2.1.1 Company name, address and contact

2.2.1.2 County bill-to name and contact information

2.2.1.3 Contract Serial Number

2.2.1.4 County purchase order number

2.2.1.5 Invoice number and date

2.2.1.6 Payment terms

2.2.1.7 Date of service

2.2.1.8 Quantity (number of hours)

2.2.1.9 Description of Services

2.2.1.10 Pricing per unit of purchase

2.2.1.11 Arrival and completion time (if applicable)

2.2.1.12 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency (OPDS) as listed on the Purchase Order.

2.2.2 **Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors)..**

- 2.2.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This ROQ is for awarding a firm, fixed price requirements contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at its option and with the approval of the Contractor, renew the period of this Contract up to a maximum of three (3) additional years (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original Contract period.

3.3 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.4 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.4.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.4.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.4.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the

Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.4.4 Professional Liability Insurance:

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 for all (aggregate) claims.

3.4.5 Certificates of Insurance.

3.4.5.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.4.5.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 WAIVER OF CLAIMS:

3.5.1 Contractor accepts the compensation provided in the Contract in lieu of any other claim(s), demand(s), request(s) or compensation for the services that Contractor provides pursuant to the Contract.

3.5.2 Contractor's obligations, including the duty of continuing representation, under this section shall survive the termination or expiration of the Contract.

3.5.3 Any dispute concerning the reasonableness or adequacy of the compensation under the Contract shall be resolved by reference to the value of the Contract as a whole and not by reference to a single case or to a portion of the cases that Contractor has performed under the Contract. The value of the Contract as a whole shall be determined by reference to the following factors:

3.5.3.1 County's average cost per case for all the services provided by Contractor under the Contract, compared to the County's average cost per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate, and other Contract Attorneys; County's average cost per hour of services provided by Contractor under the Contract, compared to the County's average cost per hour for the same services performed by the Public Defender, Legal Defender, Legal Advocate and, other Contract Attorneys; and

3.5.3.2 Contractor's average hours per case, compared to the average hours per case for the same services performed by the Public Defender, Legal Defender, Legal Advocate and, other Contract Attorneys.

3.5.4 This section is not severable, in whole or in part, from any other provision of the Contract. In the event any portion of the Contract is construed as invalid or unenforceable, the Contract may be terminated in the sole discretion of the Contract Administrator.

3.6 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:

The Parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any corrective instruments as may be reasonably necessary to carry out the intent of the Contract.

3.7 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

Andrea Stupka, Procurement Officer, 602.506.3504
(astupka@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSES:

Respondents shall provide one (1) original hard copy (labeled) of their Response, plus five (5) copies (labeled as "copy). Respondents shall address Responses identified with return address, serial number and title in the following manner:

**Maricopa County Department of Materials Management
320 West Lincoln Street
Phoenix, Arizona 85003**

**SERIAL 11075 – ROQ
MITIGATION SPECIALIST - OPDS**

Response must be signed by Respondent. All prices shall be held firm for a period of one hundred fifty (150) days after the ROQ closing date.

3.10 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of SERIAL 11075 – ROQ and list these exceptions referencing the section (paragraph) where the exception exists and

identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the REVIEW OF QUALIFICATIONS Solicitation, SERIAL 11075 - ROQ." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the REVIEW OF QUALIFICATIONS Solicitation, SERIAL 11075 - ROQ," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, determine the Response non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.11 GENERAL CONTENT:

The Response should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of qualifications, experience, certifications, degrees, credentials, capabilities and related prices to satisfactorily perform the Contract being sought.

3.12 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all Responses follow the same general format. The Responses are to be submitted in binders and have sections tabbed as below: (Responses are limited to 30 pages, single sided, 10 point font type).

3.12.1 Table of Contents

3.12.2 Letter of Interest

3.12.3 CV or resume, inclusive of work history that clearly identifies dates and responsibilities relevant to this solicitation, and which fully and clearly indicates compliance with Section 2.1.1.

3.12.4 Relevant copies of certificates/diplomas/residencies/board certifications, etc..

3.12.5 Attachment A (Pricing) (Excel format only)

3.12.6 Attachment B (Agreement Page)

3.12.7 Attachment C (References)

3.12.8 Attachment D Mitigation Specialist application

3.13 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.13.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.13.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.13.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3.13.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 3.13.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
 - 3.13.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
 - 3.13.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.
- 3.14 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:
 - 3.14.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
 - 3.14.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.14.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- ~~3.15 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~
 - ~~3.15.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~
 - ~~3.15.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

3.16 CONTRACTOR LICENSE REQUIREMENT:

- 3.16.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.
- 3.16.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.17 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 3.17.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 3.17.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.18 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of \$AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.19 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.20 **PUBLIC RECORDS:**

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

3.21 **POST AWARD MEETING:**

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.